WATER QUALITY TRADING AGREEMENT

This Water Quality Trading Agreement ("Agreement") is made by and between the Wisconsin Department of Natural Resources ("State") and Betley Farms, LLC. ("Betley"), also referred to as "parties". In consideration for the obligations set forth below, the parties agree as follows:

A. Water quality trading ("WQT") is an alternative compliance option for Wisconsin Pollution Discharge Elimination System ("WPDES") permit holders, and it is authorized by Section 283.84 of the Wisconsin Statutes.
B. The State has issued Water Quality Trading Guidance ("Guidance"). The most recent version was published in June 2020.
C. This Agreement sets forth an arrangement to meet the terms and requirements of WQT as set forth in Section 283.84(1) of the Wisconsin Statutes so that Betley shall achieve compliance with its WPDES permit.
D. Before the State can issue a WPDES permit that allows WQT, Betley must submit a trading plan ("WQT Plan") and checklist ("WQT Checklist").
E. Betley is the WPDES permit holder (Permit No. WI- 0063398) and seeks to discharge to the Upper Fox River and Wolf River Basin. Betley will generate total phosphorus ("TP") and total suspended solids ("TSS") credits pursuant to this Agreement to fulfill its permit requirements.
F. The proposed outfall is located in the HUC-12 Subwatershed 040302020805 and is within the Upper Fox-Wolf Total Maximum Daily Load (TMDL).
G. All water quality credits generated and purchased pursuant to this Agreement shall be used for compliance within the month and year that the credits are generated and are not available for use before they are generated.
H. The Landowner owns a farm field (the "Field") in which the TP and TSS credit-generating practices are located. The Field is located in the HUC-12 Subwatershed 040302020805, which is the same HUC 12 as the outfall.
I. The Field is named Field 1-17, is 33 acres in total, 10 acres of which are to be dedicated towards WQT, and is on Parcel IDs 030172100010 and 030172200000.
J. For the past three years the Field has been in a corn sileage rotation.

Agreement Terms

a. Betley will convert the Field to permanent grassland consistent with the requirements in the WQT Plan and NRCS Technical Standard 327.
b. Betley is the owner of the parcel and will have access to the Field to perform all necessary implementation, inspection, and maintenance activities necessary to comply with the WQT Plan and NRCS Technical Standard 327.
c. All TP and TSS credits generated by converting the Field to permanent grassland will be owned by Betley.
d. Unless the Agreement is terminated in accordance with par. (f) or is modified at permit re-issuance, this Agreement will continue through the end date of each successive WPDES Permit term.

e. Any duly authorized officer, employee, or representative of the State shall have the right to access and inspect the Field so long as this Agreement remains in effect. Betley, through this agreement, shall ensure that State staff and representatives have the right to access and inspect the Field at reasonable times and upon notification so long as this Agreement remains in effect.
f. The Parties may terminate this Agreement by written mutual agreement at any time. Notice to terminate this Agreement must be providing at least sixty (60) days written notice to the parties of the Agreement.
g. This Agreement may be amended only by a further written document signed by each of the Parties.
h. This Agreement shall be effective upon signature by both Parties.
i. This Agreement shall be interpreted pursuant to the laws of the State of Wisconsin.
j. This Agreement may be executed in one or more counterparts, and all such executed counterparts shall constitute the same agreement. A signed copy of this Agreement transmitted by facsimile or email shall be treated as an original and shall be binding against the party whose signature appears on such copy.
k. If any provision of this Agreement is held invalid or unenforceable, the invalidity or unenforceability shall be limited to the particular provision involved and shall not affect the validity or enforceability of the remaining provisions, and the Parties shall work together in good faith to modify this Agreement if necessary to preserve its original intent.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year entered below.

Betley:	Wisconsin Department of Natural Resources:
_____	_____
Signature	Signature
_____	_____
(Name)	(Name)
_____	_____
Date	Date